

0100518046

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

January 31, 1995

RECORDATION NO. 10816-A

FEDERAL EXPRESS

FEB 7 1995 5:22 PM

Sidney L. Strickland
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

STATE COMMERCE COMMISSION

RECEIVED
FEB 1 2 1995

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FEB 1 2 1995

Re: **Missouri Pacific Railroad Company**
Equipment Trust Series 12

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of January 24, 1995, by Chemical Bank, as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 10816.

I have enclosed a fee of \$18. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:cee
Enclosures
cc: Michael J. Staffenbeal

g:\etfile\etcb1.jjl

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*Copy of letter for
your reference.
Balance of \$3.00
due for this
filing. Please
placed with
this filing.
J. Jerrett*

*Check
6-10-95*



Interstate Commerce Commission
Washington, D.C. 20423-0001

2/7/95

Office Of The Secretary

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower, Eighth and Eaton Aves.
Bethlehem, PA 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/7/95 at 2:55PM, and assigned recordation number(s). 10816-A.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100518046)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

BILL OF SALE
AND
DECLARATION OF PAYMENT

10816-A
FEB 7 1994 4:52 PM
RECORDED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of October 1, 1979, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 14, 1979 and assigned Recordation No. 10816 (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$21,750,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series No. 12; and

WHEREAS, on October 1, 1994 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions

stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not been worn out or lost or destroyed or become unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed
under its corporate seal by its officers thereunto duly authorized this 24th day of
January, 1995.

CHEMICAL BANK,

As Trustee

By: 
VICE PRESIDENT

Attest:



ASSISTANT SECRETARY

STATE OF NEW YORK

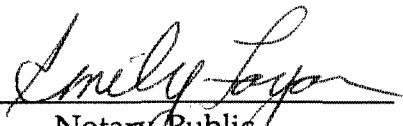
)

) ss:

COUNTY OF NEW YORK

)

On this 24th day of January 1995, before me personally appeared W.B. Dodge, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



Notary Public

g:\etfile\etbsmch8.jfd

EMILY FAYAN
Notary Public, State of New York
No. 24 4237005
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1996

SCHEDULE A

MISSOURI PACIFIC RAILROAD COMPANY
EQUIPMENT TRUST SERIES #12
DESCRIPTION OF EQUIPMENT AS OF OCTOBER 1, 1994

LOCOMOTIVES

UP	1625	UP	4302	UP	130
UP	1626	UP	4303	UP	131
UP	1627	UP	4304	UP	132
UP	1628	UP	4305	UP	133
UP	1629	UP	4306	UP	134
UP	1630	UP	4307	UP	135
UP	1631	UP	4308	UP	137
UP	1632	UP	4309	UP	138
UP	1633	UP	4310	UP	139
UP	1634	UP	4311	UP	140
UP	1635			UP	141
UP	1636			UP	142
UP	1637			UP	143
UP	1638			UP	144
UP	1639			UP	145
UP	1640			UP	146
UP	1641			UP	147
UP	1642			UP	148
UP	1643			UP	149
UP	1644				